



# Regional Produce Distributors LLC

P.O. Box 311418

Birmingham, AL 35231

Telephone: 205-324-4569

Fax: 205-252-4434

## TERMS AGREEMENT

1. The undersigned purchaser hereby agrees that all amounts due for goods and services from Regional Produce Distributors, LLC (The Company) are payable at the address shown on the invoice.
2. The undersigned purchaser hereby agrees all amounts due to The Company are payable within terms specified. The Company are stated herein: Net 7 days from date of delivery.
3. The undersigned purchaser agrees to pay, in the event the account becomes delinquent and is turned over to collection, all attendant collection cost and attorneys fee.
4. The undersigned agrees to notify The Company by certified mail of any changes of ownership and further agrees to be liable for all purchases should the undersigned fail to comply with said notification.
5. The parties hereby acknowledge that the accounts for goods purchased from The Company are not payable in installments, but are payable in full, as stated herein.
6. Should a credit availability be granted by The Company all decisions with respect to the extensions or continuance shall be in the sole discretion of The Company. The Company, may terminate any credit availability within its discretion.
7. The undersigned purchaser and guarantor hereby agree that should suit be necessary to collect any past due monies, or enforce any rights, jurisdiction is consented to in the State of Alabama and venue for any such action shall lie in Jefferson County.
8. The undersigned purchaser agrees to the use of their signature on this application as authorization to release credit information from applicant's bank.

## Disclosure of the Applicants Right to Statement of Specific Reasons

If your application for business credit is denied, you have the right to a written statement of the specific reason for the denial. To obtain the statement, please contact: Regional Produce Distributors, LLC Attn: Credit Manager P.O. Box 311269 Birmingham, AL 35231, within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement.

## ECHO Notice

The federal Equal Credit Opportunity Act prohibits creditors from discrimination against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided the applicant has the capacity to enter into a binding contract): because all or part of the applicant's income derives from any public assistance programs; or because the applicant has in good faith exercised any right under the Consumer Credit Act. The federal agency that administers compliance with this law concerning the creditor is the Federal Trade Commission, Washington, D.C.

**FOR REGIONAL PRODUCE DISTRIBUTORS, LLC**

**FOR PURCHASER:**

\_\_\_\_\_  
Sales Representative

\_\_\_\_\_  
Officer, Owner or Partner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Type or Print Name

## INDIVIDUAL PERSONAL GUARANTEE

I, \_\_\_\_\_ residing at \_\_\_\_\_  
for and in consideration of your extending credit at my request to (Name of Company) \_\_\_\_\_

\_\_\_\_\_ hereby jointly and severally guarantee the payment on indebtedness which may at any time and from time to time be incurred by the said entity to Regional Produce Distributors, LLC in the event of any default at any time by the said entity, you shall be entitled to look at us immediately for such payment without prior demand or notice. This guaranty shall continue in full force and effect until such time as the undersigned shall give written notice to Regional Produce Distributors, LLC by registered mail. Such notice of revocation shall be ineffective as to any existing indebtedness or as to any transaction or commitment previously undertaken by you in reliance upon such guaranty. Each Guarantor acknowledges and agrees that Guarantor may have the right of indemnification, subrogation, contribution and reimbursement from Purchaser based upon their execution of this Guaranty. Guarantor understands the benefits of having such rights, including, but not limited to, (a) Guarantors right to reimbursement from Purchaser of all monies expended by Guarantor for the payment of Purchasers liabilities; and (b) Guarantors subrogation to the rights of the undersigned subsidiary or division of Regional Produce Distributors, LLC after payment by Guarantor of Purchasers liabilities. Each Guarantor knowingly and voluntarily waives, releases and relinquishes their rights of indemnification, subrogation, contribution and reimbursement from Purchaser. Each Guarantor Authorizes and Regional Produce Distributors, LLC to obtain a copy of their retail credit report.

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Printed Name of Guarantor

\_\_\_\_\_  
SS# of Guarantor

\_\_\_\_\_  
Dz

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Printed Name of Guarantor

\_\_\_\_\_  
SS# of Guarantor

\_\_\_\_\_  
Dz

Witness Information:

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Social Security # or Drivers License #

\_\_\_\_\_  
Relationship of Witness to Company